

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Mercury Public Affairs, LLC

**2. Registration Number**

6170

**3. Name of Foreign Principal**

JinkoSolar (U.S.) Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 18 December 2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract. Registrant is providing public relations services related to principal's business practices and economic interests, including outreach to U.S.-based media.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached contract. Registrant is providing public relations services related to principal's business practices and economic interests, including outreach to U.S.-based media.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See attached contract. Registrant is providing public relations services related to principal's business practices and economic interests, including outreach to U.S.-based media.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See attached contract. Registrant is providing public relations services related to principal's business practices and economic interests, including outreach to U.S.-based media.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
12/07/2020	New York Times	Phone Call	Response to inquiry regarding principal's business practices and economic interests.

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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\$0

Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
December 23, 2020	Leonardo Dosoretz	/s/ Leonardo Dosoretz

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# Mercury.

## CONSULTING SERVICES AGREEMENT

**JinkoSolar (U.S.) Inc.** (the "Client") hereby enters into this Consulting Services Agreement (the "Agreement") effective as of December 18, 2020 (the "Effective Date") to retain **Mercury Public Affairs, LLC** (the "Consultant"), as an independent contractor to perform the services described herein. Client and Consultant may each be referred to as a "Party" herein, and collectively may be referred to as "Parties."

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the Parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below). Notwithstanding anything to the contrary in this Agreement, Consultant shall not provide any comment on Client's behalf or regarding Client's business to the media without prior written consent by Nigel Cockcroft or Jeff Juger.

2. Payment Terms. Client and Consultant agree that Consultant is entitled to receive and Client shall pay the fees and expenses set forth on Schedule 2, which is incorporated at this point, and which may be modified from time to time as mutually agreed to in writing. Except as otherwise set forth herein, payment in full of fees and expenses shall be made to Consultant within thirty (30) days after an invoice is rendered. In the event that Client does not pay such fees and expenses per the invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.

3. Term. The term of this Agreement shall begin on the Effective Date and will continue in effect until February 7, 2021 (the "Term"). The Parties may agree to extend the Term of this Agreement only by written approval signed by both Parties.

4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.

5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Confidential Information; Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature, or which would, under the circumstances, appear to a reasonable person to be confidential or proprietary (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not

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be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

7. Non-Exclusivity; Performance. Client hereby acknowledges and agrees that Consultant will, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein will preclude Consultant from doing so. Notwithstanding anything contained in this Section 7 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

8. Indemnification.

(a) Each Party will indemnify and hold harmless the other Party, its principals, employees, officers, and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses including but not limited to attorneys' fees, arising out of or resulting from any negligence, gross negligence, or willful misconduct by the indemnifying Party, its employees, officers, directors, and agents.

(b) Each Party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying Party; and (iii) reasonably cooperating with the indemnifying Party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 8.

(c) In no event shall either Party be liable to the other Party for indemnification as set forth in Section 8(a) in an amount greater than the amount of compensation actually paid to Consultant by Client for the Services pursuant to this Agreement.

9. Publicity. Neither Party will use the other Party's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without that Party's prior written approval.

10. Assignment. Neither Party will assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

11. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Mercury Public Affairs LLC  
509 Guisando de Avila, Suite 100

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Tampa, Florida 33613  
United State of America  
Attention: Bibi Rahim  
Telephone: 813-908-1380  
Email: DASAccounting@mercuryllc.com

If to Client:

JinkoSolar (U.S.) Inc.  
Attention: Donald Brown, General Counsel  
595 Market Street  
Suite 2200  
San Francisco, CA 94105  
Email: donald.brown@jinkosolar.com

Either Party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of New York and the United States of America applicable to agreements negotiated, executed, and performed entirely within the State of New York and the United States of America, without regard to its conflicts of laws rules. The Parties hereby irrevocably consent to and submit to the personal jurisdiction of such courts and waive any defense in the nature of forum non conveniens or like claim related thereto. Without limiting the foregoing, the Parties acknowledge that they are hereby waiving any right to have any such dispute resolved by jury trial.

13. No Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

14. Dispute Resolution. In the event of any dispute between the Parties to this Agreement concerning the terms of this Agreement or matters related thereto, the Parties will first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one Party to the other Party. Each Party shall deal in good faith through representatives authorized and empowered to resolve the dispute. In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this Section 14 and subject to and in accordance with the following terms and conditions:

(a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the Rules of Arbitration of the International Chamber of Commerce as are at present in force;

(b) Three arbitrators shall be appointed in accordance with said Rules;

(c) The arbitration shall take place in Washington, DC, unless otherwise agreed to in writing by both Parties to this Agreement;

(d) The language of the arbitration shall be English;

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(e) Each Party shall produce documents originally drafted in English without translation, and any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document;

(f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English;

(g) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators award special, consequential, or punitive damages;

(h) Each Party shall initially bear its own expenses, including all costs and attorneys' fees, in connection with presenting its case for arbitration, and the Parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators; however, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which Party or Parties shall bear and pay the costs and in what proportions;

(i) Each Party irrevocably waives any right it has or may have to a jury trial concerning any dispute concerning this Agreement; and

(j) jurisdiction and venue for the enforcement of any arbitration award in connection herewith shall be the State of New York in the United States of America.

15. General.

(a) No amendments or modifications shall be binding upon either Party unless made in writing and signed by both Parties.

(b) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the Parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The Parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.



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(g) Notwithstanding any provision to the contrary in this Agreement, in no event shall either Party be liable to the other Party (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

*[SIGNATURE PAGE FOLLOWS]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.


**CONSULTANT:**  
**Mercury Public Affairs, LLC**

By: John Gallagher

Name: John Gallagher

Title: Partner

**CLIENT:**  
**JinkoSolar (U.S.) Inc.**

By: 

Name: Zhihua Wang

Title: CFO

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## **SCHEDULE 1**

### **Services**

Consultant shall provide Client public relations services related to Client's business practices and economic interests, including outreach to U.S.-based media.

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## **SCHEDULE 2**

### **Compensation and Expenses**

1. For Services identified in Schedule 1, Client will pay Consultant a fixed fee of One Hundred Thousand U.S. Dollars (\$100,000.00) as follows:

(a) Consultant shall invoice Client for \$50,000.00 upon full execution of this Agreement, to be paid within ten (10) business days of Client's receipt thereof; and

(b) Consultant shall invoice Client for \$50,000.00 on January 4, 2021, to be paid in accordance with Section 2 of this Agreement.

2. Payments shall be made by wire transfers to Consultant's bank account per instructions attached hereto as Schedule 4.

3. In addition, Client will pay and reimburse Consultant for all reasonable business expense actually incurred and properly documented in providing the Services, said expense to be billed monthly during the Term. Any expenses over \$500 will be incurred only with the prior written consent of Client.

4. Client will pay and reimburse Consultant for all filing fees, costs, and expenses paid or incurred by Consultant related to compliance requirements in any jurisdiction.

5. In addition, Client will pay all polling expenses and any media/advertising expenses, including both production and placement. Said expense will only be incurred with the prior approval of Client, and will be billed monthly along with fees and other expenses.

6. In the event of unanticipated expense, or extraordinary expense, or travel or other expense, Consultant may, within its sole judgment and discretion, require Client to pay said expense directly or in advance prior to Consultant undertaking or incurring said unanticipated, extraordinary, travel or other expense.

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**SCHEDULE 3**

**Contact Information**

JinkoSolar (U.S.) Inc.  
Attention: Donald Brown, General Counsel  
595 Market Street  
Suite 2200  
San Francisco, CA 94105  
Email: donald.brown@jinkosolar.com

JinkoSolar (U.S.) Inc.  
Attention: Jeff Juger, Director of Business Development  
595 Market Street  
Suite 2200  
San Francisco, CA 94105  
Email: donald.brown@jinkosolar.com

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JinkoSolar (U.S.) Inc. NY DC Contract 12182020 (Execution Copy)

#### **SCHEDULE 4**

##### **Bank Information for Payments**

Below please find Consultant's payment instructions for receipt of wires, ACHs, or book transfers. The information is as follows:

[REDACTED]